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Attorneys for defendant, EURASIA FREIGHT SERVICE,  
INC.

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT NEW YORK

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FEDERAL INSURANCE COMPANY,

**08 Civ. 01807 (VM)**

Plaintiff,

**ANSWER**

-against-

M/V HYUNDAI GARNET, her engines, boilers, tackle,  
etc., FAN CHENG INTERNATIONAL  
TRANSPORTATION SERVICE Co., Ltd., EURASIA  
EXPRESS, Co., Ltd., EURASIA EXPRESS GROUP,  
EURASIA FREIGHT SERVICE INC.

Defendant.

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Defendant, EURASIA FREIGHT SERVICE INC. (hereinafter "EURASIA"), by  
its attorneys, CASEY & BARNETT, hereby respond to plaintiff's Complaint, based upon  
information and belief, as follows:

1. Defendant denies the allegations for lack of knowledge or information  
sufficient to form a belief therein.
2. Defendant denies the allegations for lack of knowledge or information  
sufficient to form a belief therein.
3. Denied. Defendant had no involvement with this cargo of any kind.
4. Denied. Defendant had no involvement with this cargo of any kind.

5. Defendant denies the allegations for lack of knowledge or information sufficient to form a belief therein.

6. This paragraph does not require a response by this defendant.

7. Defendant never entered into a contract with plaintiff concerning this cargo, therefore the claim is not subject to Arbitration.

8. Defendant denies the allegations for lack of knowledge or information sufficient to form a belief therein.

9. Denied. Defendant has offices in New York.

**AS AND FOR A FIRST AFFIRMATIVE DEFENSE**

The Complaint fails to state a claim against defendant upon which relief can be granted.

**AS AND FOR A SECOND AFFIRMATIVE DEFENSE**

Defendant is not liable to plaintiff on the causes of action alleged in the complaint.

**AS AND FOR A THIRD AFFIRMATIVE DEFENSE**

If there was any loss and/or damage to cargo as alleged in the complaint it was occasioned by causes for which the defendant is exonerated or the claim limited under the United States Carriage of Goods by Sea Act, Title 46 U.S.C.A. § 1300, et seq.

**AS AND FOR A FOURTH AFFIRMATIVE DEFENSE**

Defendant had no involvement with this cargo, therefore the claim against them is frivolous.

**AS AND FOR A FIFTH AFFIRMATIVE DEFENSE**

Any damages sustained by plaintiff, as alleged in the complaint, were proximately, directly, and solely caused by the acts of third persons whom defendant had and has no direction or control.

**AS AND FOR A SIXTH AFFIRMATIVE DEFENSE**

This Court is the improper venue for this action.

**AS AND FOR A SEVENTH AFFIRMATIVE DEFENSE**

The damages alleged occurred in China prior to loading on the vessel. Accordingly, this Court does not have subject matter jurisdiction over this matter.

WHEREFORE, EURASIA FREIGHT SERVICE, INC. demands judgment dismissing the Complaint herein, along with costs, including reasonable attorney's fees and disbursements of this action and for such other and further relief as to the court may seem just and proper.

Dated: New York, NY  
May 22, 2008

CASEY & BARNETT, LLC  
Attorneys for Defendants  
EURASIA FREIGHT  
SERVICE, INC.

By: */s/ Gregory G. Barnett*

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